

Dallas Co.

Dallas Co. EMS Professionals

4/1/2005 6/30/2007

## **A G R E E M E N T**

THIS AGREEMENT entered on this 1<sup>st</sup> day of July, 2005, by and between DALLAS COUNTY, IOWA hereinafter referred to as the "Employer", and Dallas County EMS Professionals, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

### **ARTICLE 1 RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 6358

INCLUDED: All full-time paramedics

EXCLUDED: All elected officials, crew chief, assistant directors, supervisors, part-time and confidential employees, and all others excluded by the Act.

### **ARTICLE 2 EMPLOYER RIGHTS**

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and right, including but not limited to:

- a) the right to plan, direct and control the work of its employees;
- b) the right to hire, promote, demote, transfer, assign and retain employees;
- c) the right to discipline, suspend and discharge employees
- d) the right to develop and enforce employee work rules
- e) the right to maintain the efficiency of governmental operations;
- f) the right to schedule working hours and require overtime work;
- g) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, and the number of persons to be employed by the Employer at any time;
- h) the right to determine employee qualifications;

- i) the right to relieve employees from duties because of lack of work or other reasons;
- j) the right to determine what work or services shall be purchased or performed by the unit employees;
- k) the right to change or eliminate existing methods, equipment, or facilities;
- l) the right to determine and implement methods, means, assignments, and personnel by which the Public Employer's operations are to be conducted;
- m) the right to take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; and exercise all other powers and duties granted to the Public Employer by law.

### **ARTICLE 3 UNION RIGHTS AND RESPONSIBILITIES**

Section 1. The Union recognizes its responsibilities as the sole and exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

Section 3. Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, in accordance with state law, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15<sup>th</sup>) of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will

notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

#### **ARTICLE 4 NO STRIKE - NO LOCKOUT**

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, boycotting, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

#### **ARTICLE 5 HOURS OF WORK AND OVERTIME**

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer.

Normal Work Schedules A normal work schedule shall be 24 hours on, followed by 48 hours off. Temporary modifications to employee(s) work schedules may be made at the Director's discretion.

Overtime Overtime will be paid in accordance with the Fair Labor Standards Act.

Comp time, holidays, sick leave, vacation and other paid, but not worked hours shall not be counted as working time for the purpose of determining overtime.

Comp Time An employee may choose whether to receive overtime in the form of comp time or cash. However, compensatory time may only earn and accumulate to 90 hours once per each fiscal year. For example, if an employee has accumulated 48 hours of comp time and uses 24 hours, the employee is only eligible to accumulate another 42 hours in that fiscal year. Compensatory time off shall be granted at the mutual consent of the employer and employee. Any unused comp time earned prior to June 1 of each year will be paid to the employee prior to July 1 of each year. Any comp time earned in June of each year may be carried forward into the next fiscal year.

Transfers A full-time position vacancy will be posted for seven (7) calendar days. Transfer requests must be filed with the Director. Requests must be in writing and specifically request station and division desired. The Director will have sole discretion to grant transfer requests.

Shift Exchange With prior approval of the Director, employees may exchange shifts or hours provided the exchange does not result in any additional cost to the County.

Call Back An employee called back to work during the employee's scheduled time off will receive a minimum of two (2) hours of pay at one and one-half times the employee's regular hourly rate of pay. The minimum 2 hours call back pay does not apply to any hours worked continuous to the employee's regularly scheduled hours of work or to schedule changes made in advance.

Court Appearances An employee who is called to appear in court during off duty hours regarding a work related criminal case or a work related civil case where the County of the employee is named as a defendant, shall be guaranteed a minimum of two (2) hours at the appropriate rate of pay.

## **ARTICLE 6 LENGTH OF SERVICE**

Length of service means an employee's length of regular full-time continuous service with the Employer since their last date of hire. The seniority of employees with same hire date will be determined by the pre-hire written test score.

An employee shall lose their length of service and the employment relationship shall be automatically broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Failure to report for work at the end of leave of absence.
- (d) Failure to notify the Employer within three (3) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (e) Length of service rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- (f) Employee retires.
- (g) An employee is absent from work for any reason for over one (1) year. A three (3) month extension may be granted by the Employer.

### **Reduction in Force**

When the working force is to be reduced, the Employer will select the job classifications to be reduced and provide a fourteen (14) calendar day advance notice of the layoff. In

the event two or more employees have relatively equal experience, skill, qualifications, evaluations, and reliability to do the work without further training, the employee(s) with the least seniority will be laid off first.

Employees to be recalled after being on layoff shall be notified seven (7) calendar days in advance in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) days after receipt thereof and make arrangements to return to work. In the event the employee fails to comply with the above, he/she shall be terminated.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation, application or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

### Grievance Steps:

Step 1. An employee and/or Union Steward shall present a complaint or problem in writing to his/her immediate supervisor within seven (7) calendar days following its occurrence or within seven (7) calendar days of when the employee knew or should have known of its occurrence in an effort to resolve the problem in an informal manner. The immediate supervisor or his/her designated representative will answer the grievance in writing within seven (7) calendar days.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Department Head within seven (7) calendar days following the immediate supervisor's written answer. Within ten (10) calendar days, the Department Head will issue a written decision.

Step 3. If the grievance is not settled in Step 2, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Personnel Director or the Chair of the Board of Supervisors within seven (7) calendar days following the Department Head's answer. The Chair of the Board and/or Personnel Director will review the grievance, schedule a meeting if necessary and issue a written decision within fourteen (14) calendar days of the appeal or within fourteen (14) calendar days of the meeting.

Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within fifteen (15) calendar days after the date of the Chairperson of the Board answer given in Step 3. It is expressly agreed and understood that no employee shall have the right to compel the arbitration of a grievance without the consent of the Union. The Union Steward shall be present at the time of all meetings dealing with the grievance.

The Employer may utilize the arbitration procedure if they feel there has been a violation, misapplication or misinterpretation of any provisions of the Agreement.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at any Step is not timely answered by the Employer, it may automatically be referred to the next Step. Timelines may be extended by mutual agreement of the parties.

The party requesting arbitration will, within 14 calendar days of the notice of referral to arbitration, file a request in writing, to the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The first strike shall be made by the party requesting arbitration. Each party can reject the entire arbitration panel one time prior to the selection procedure commencing. If either party deems the panel to be unacceptable, another panel will then be requested. Once the acceptable panel is received, the arbitrator is to be selected within fifteen (15) calendar days.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to meet and suggest a resolution to the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation of arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, nullify, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

All grievance and arbitration meetings under this Article are to be held in private and not open to the public, with the time and date to be established by the arbitrator for any arbitration hearings. Employees selected by the Union to act as Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

## **ARTICLE 8 SICK LEAVE**

All regular full-time employees shall be entitled to accrue sick leave with pay at the rate of 7.75 hours per pay period (201.6 hours per year), subject to the following conditions.

1. Sick leave shall apply to a period in which the employee is incapacitated from the performance of assigned duties by sickness or injury for medical, surgical, dental, or optical examination or treatment; or whereby reason of exposure to contagious disease, the presence at the post or duty would jeopardize the health of others. Disabilities

caused or contributed to by pregnancy and recovery therefrom shall be covered by sick leave.

2. Sick leave shall not be used for vacation leave.
3. Sick leave shall not be taken in advance of accrual.
4. Sick leave shall not be accumulated for more than 1232 hours.
5. In all cases where an employee has been absent on sick leave, he/she shall immediately upon return to work, submit a statement that such absence was due to illness or other reasons stated in Item 1 above. Where such absence exceeds three (3) work days, such statement may be verified by a physician or other authorized practitioner, unless waived by the Employer. For a lesser period of absence, the Employer may, at his/her discretion, require evidence of illness or other reasons defined in Item 1 above as deemed necessary and in all cases, sick leave pay not granted until approved by the Employer.
6. Officially designated holidays falling within a period of sick leave shall not be counted against sick leave.
7. Sick leave shall not accrue during leave of absence without pay, suspension, layoff, or other leave without pay.
8. An employee who is transferred from one department to another shall be credited with the sick leave accumulated.
9. If an absence of illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave to the extent vacation leave has been accrued.
10. Failure on the part of an employee to report immediately at the expiration of a leave of absence shall be considered a resignation, except in the base of an emergency. Valid reasons must be submitted in advance and approved by the Employer.
11. An employee off work due to an injury or illness covered by Workers Compensation payments may use sick leave for the first three days of absence if not covered by payments through Workers Compensation. For example, if the absence is 14 days or less, the employee may use sick leave for the first three days for the absence. Workers Compensation payments will be made for the first 3 days if the absence is more than 14 days in length. In this case, the employee would not be eligible for sick leave. The determination of whether sick leave will be applicable will be made when the employee returns to work or after an absence of 14 days.
12. An employee may use up to 56 hours of accrued sick leave for illness or injury of a member in the immediate family (spouse, parents, or children of the employee). Subsections 1 and 5 of Sick Leave, Article 8 of this Agreement, apply.



13. A full-time employee who does not use sick leave for four (4) consecutive months after accruing the maximum number of sick leave days as set forth in this Agreement shall be eligible for a day off with pay or one (1) day of pay at the current rate of pay. Said day off shall be taken within three (3) months after qualifying with the approval of the department head.

14. All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation. Any employee retiring who is at least 62 years of age will be paid forty-five percent (45%) of their accumulated sick leave. Upon retirement after ten (10) years of continuous employment, and after the age of fifty-five (55), an employee can receive in pay, at the last hourly rate, fifty percent (50%) of his/her unused sick leave.

#### **ARTICLE 9 OTHER LEAVES**

The parties will follow the provisions of County policy regarding unpaid leaves of absence and family and medical leave.

No more than two employees will be in pay status of negotiations are scheduled during normal working hours. Hours paid to employees for this purpose will not be counted as hours worked for the purpose of computing overtime.

#### **ARTICLE 10 FUNERAL LEAVE**

All full-time employees may, at the discretion of the department head, be entitled to paid leave of absence for up to seven (7) consecutive work days for a death in the employee's immediate family. Immediate family is defined as the employee's parents or parent substitute, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, brother -in-law, sister-in-law, step-children, grandparent, grandchild, son-in-law, daughter-in-law. Only days for which the employee is regularly scheduled will be counted for this leave. Payment will be made at the regular scheduled rate of pay. The leave is to be for funeral preparation and attendance. Department Heads may require proof from the employee that use of this leave was appropriate.

#### **ARTICLE 11 VACATIONS**

Regular full-time employees shall be entitled to paid vacations as follows:

8 hour employee based on 26 pay periods

<u>Years of Continuous Service</u>	<u>Accrual Basis</u> <u>Hrs. per pay period</u>	<u>Capped Hours</u>
During 1 <sup>st</sup> year	1.54	
During 2 <sup>nd</sup> -5 <sup>th</sup> years	3.08	120
During 6 <sup>th</sup> -14 <sup>th</sup> years	4.62	160
During 15+	6.15	200

24 hour employee based on 26 pay periods

<u>Years of Continuous Service</u>	<u>Accrual Basis</u> <u>Hrs. per pay period</u>	<u>Capped Hours</u>
During 1 <sup>st</sup> year	2.31	
During 2 <sup>nd</sup> -5 <sup>th</sup> years	4.62	180
During 6 <sup>th</sup> -14 <sup>th</sup> years	6.92	240
During 15+	9.23	300

Vacation time is accrued on a pay period basis and may be used after an employee completes six (6) months of employment. No vacation will accrue above the capped hours.

All vacation requests should be submitted two (2) weeks in advance. The scheduling of vacation leave is dependent upon the judgment and discretion of the department head. The department head may require the rescheduling of vacation leave when, in his/her judgment, it is necessary for the efficient operation of the department. Vacation time cannot be taken in less than eight (8) hour increments.

Vacation pay will be at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work. There will be no cash payment for unused vacation.

Upon resignation or termination during the first anniversary year of employment, an employee is not eligible for pro rata vacation pay. Upon resignation or termination during subsequent anniversary employment years, a regular full-time employee will be paid pro rata vacation pay based upon straight time hours worked.

**ARTICLE 12**  
**HOLIDAYS**

Regular full-time employees are eligible for the following paid holidays:

New Year's Day  
President's Day  
Easter Sunday  
Memorial Day  
Independence Day  
Labor Day

Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day plus one additional day

Employees who work on a holiday will receive 11.2 hours of straight time pay plus 1/2 times the employee hourly rate for hours worked on the holiday. Employees who do not work on a holiday will receive 11.2 hours at straight time pay. Holiday hours are from 6:00 a.m. on the dates of the holiday to 6:00 a.m. the following day.

Except in cases of excused absence, to be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday.

The recognized paid holiday will be the actual holiday.

Each employee shall be granted one floating holiday annually. Scheduling of this day off will be between the employee and department head. This holiday shall be taken within the fiscal year and shall not be carried over to the following year, nor will an employee leaving employment for any reason be granted holiday pay for the unused day. An employee will not be permitted to work on his or her holiday.

### **ARTICLE 13 INSURANCE**

The Employer agrees to pay 100% of the single premium for each eligible regular full-time employee for a Health and Major Medical group insurance program of the Employer's choice. If an employee elects family coverage, it may be obtained by authorizing a payroll deduction for an amount equivalent to twenty-two percent (22%) of the dependent premium (family premium minus single premium).

Effective, July 1, 2006, if an employee elects family coverage, it may be obtained by authorizing a payroll deduction for an amount equivalent to twenty-five percent (25%) of the dependent premium (family premium minus single premium).

Life Insurance The County will pay the cost of a \$35,000 group life insurance policy for all eligible regular full-time employees.

Long Term Income Protection The County will continue to pay the premium for each eligible regular full-time employee for the long term disability protection plan selected by the Employer.

Deferred Compensation Employees may participate in the County's deferred compensation plan. Nothing in this Agreement is to be construed as a guarantee that the County will continue a deferred compensation plan.

The insurance program(s) referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

**ARTICLE 14  
JURY DUTY**

All regular full-time employee shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for the part of the workday required for the jury and employees must report for work within one (1) hour after being released from jury duty. Any jury duty pay less mileage pay received by an employee shall be forwarded to the County.

**ARTICLE 15  
IN-SERVICE TRAINING**

Employees must maintain required certification as a Paramedic Specialist.

The County will make available at least one-half (1/2) the required number of formal in-service training hours as defined by the Iowa Department of Public Health for EMS certification.

With approval of the Director, an employee may be sent to outside instructional courses as a means of upgrading or maintaining his/her capabilities as a paramedic specialist. Expense reimbursement will be made according to Department policy.

**ARTICLE 16  
WORK RULES AND POLICIES**

The Director may adopt new work rules and policies or change existing work rules and policies at his discretion. Any new or changed work rules or policies will be posted 14 calendar days in advance when feasible. Prior to implementation, employees may request a meeting with the Director to discuss new or changed policies.

**ARTICLE 17  
JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES**

Straight time hourly wage rates and longevity rates are specified in Appendix A of this agreement.

**ARTICLE 18  
SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this contract.

**ARTICLE 19**  
**DURATION OF AGREEMENT**

This Agreement shall become effective July 1, 2005 and shall expire on June 30, 2007.

This constitutes the entire Agreement between the parties. During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement. This Agreement may be amended, in writing, upon mutual agreement of the parties.

Signed this 21<sup>st</sup> day of APRIL, 2005.

EMPLOYER  
DALLAS COUNTY

UNION  
DALLAS COUNTY EMS  
PROFESSIONALS

By [Signature]  
Chair, Board of Supervisors

By D. E. And D. ERIC ANDERSON  
Employee Representative

By [Signature]  
Board of Supervisors

By [Signature]  
Employee Representative

By Mark A. Hixson  
Board of Supervisors

By [Signature]  
Employee Representative

Acknowledged by:

By Heace Von Bokern  
Von Bokern Associates, Inc.

**APPENDIX A  
SALARY SCHEDULE**

<u>STEP</u>	<u>HOURLY WAGE RATE</u>
	\$ 9.31
	\$ 9.57
	\$ 9.83
	\$10.09
	\$10.35
	\$10.61
	\$10.87
	\$11.13
	\$11.39
	\$11.64

Effective July 1, 2005, all employees will receive a 4% wage increase.

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